

**Performance Work Statement  
Commander, Navy Region Southeast (CNRSE),  
CREDO Southeast Facilitators**

**Disclaimer:** The issuance of this Performance-based Work Statement (PWS) is not an endorsement by the United States Government of any church, denomination, or organization.

**Performance Work Statement**

**1.0 SCOPE**

The Commander Naval Region Southeast is requesting contract services through NAVSUP Fleet Logistics Center (FLC) Jacksonville FL for Chaplain Religious Enrichment Development Operation (CREDO) Southeast programs/programming Contract Facilitators at:

- Naval Station (NS) Mayport, FL;
- Naval Air Station (NAS) Jacksonville, FL;
- Naval Air Station (NAS) Pensacola, FL;
- Naval Submarine Base (NAVSUBBASE) King's Bay, GA;
- Naval Construction Battalion Center (NCBC) Gulfport, MS;
- Naval Air Station (NAS) Corpus Christi, TX; and
- Naval Station (NS) Guantanamo Bay, Cuba.

The Contractor shall provide all employees, non-personal services, and materials (except as otherwise provided for in this contract) to implement CREDO Southeast programming as a professional facilitator, and assist CREDO staff in providing administrative support as necessary to meet its mission of strengthening Fleet, Fighter and Family. Hereafter, when referring to activities which take place at one of the specific installations named above, the term "Contractor" shall be inclusive of the Contractor's employees and/or subContractors.

The Contractor shall perform the following tasks (specific requirements delineated in para. 2.0):

- a. Facilitate Core Programs, Core Plus Workshops, Core Plus, and Tone of the Force and other briefs;
- b. Conduct marketing and face-to-face meeting with military commanders and leaders;
- c. Identify and develop additional capabilities and initiatives that can be delivered by Chaplain Religious Enrichment Development Operation (CREDO);
- d. Make appropriate referrals to a chaplain or other helping professionals;
- e. Collect data; and use the Navy Chaplain Ministry Support Tool (NCMST) to capture measures of performance and measures of effectiveness regarding CREDO programs;
- f. Collaborate with other helping professionals within the Navy system; and
- g. Submit monthly reports to respective Command Chaplains, CREDO Southeast Director, and the COR

**1.1 Place of Performance:** Naval Station Mayport, FL; Naval Air Station Jacksonville, FL; Naval Air Station Pensacola, FL; Naval Submarine Base King's Bay, GA; Naval Construction Battalion Center Gulfport, MS; Naval Air Station Corpus Christi, TX; and Naval Station Guantanamo Bay, Cuba.

Note: The Contractor support under this contract shall be provided in the following settings: Office, classrooms, chapels and retreat facilities within 250 miles of the respective location.

**1.2 Period of Performance:**

- March 30, 2016 through May 31, 2016

**1.3 Hours of Operation:** Chapel hours are Monday through Friday between the hours of 7:30 am to 4:00 pm. The work week for the Contractor services will include some weekends and evenings. No additional compensation or overtime shall be provided to work outside of chapel hours. **This contract is for a full-time work-week, 40 hours per week, at each respective installation.**

**1.4 Limitations:** The US Navy Chaplain Corps supports religious pluralism and provides for the free exercise of

religion and as such, the Contractor shall work in an ecumenical environment sensitive to all participating in the program and abide by all Department of Defense, Department of the Navy, and Federal laws, rules, and guidelines, including those laws and guidelines pertaining to marriage. Department of Defense policy states that all legally married military couples shall be treated equally and as such, all CREDO marriage and family enrichment retreats are open to all legally married military couples. Contractor's employees shall be willing to facilitate retreats for all eligible military personnel and their dependents. The Contractor shall ensure that no effort or coercion to conform a participant to a particular religious denomination or faith group shall be manifested directly or indirectly. Proper respect for all religious faith groups shall be maintained.

## **2.0 SPECIFIC REQUIREMENTS**

The Contractor shall facilitate and implement CREDO Southeast programs based on the Performance Work Statement requirements to ensure an effective program. This program shall address the following areas:

- a. An annual calendar of events and trainings to establish planning
- b. Negotiation with various retreat sites, including assisting them with submitting a bid proposal
- c. A core curriculum developing of retreats, workshops, and briefs
- d. Appropriate advertising of weekly, monthly, and special events
- e. Meeting with military commanders and other leaders
- f. Coordinating and collaborating with other Navy services and helping professionals
- g. Coordinate with installation commands and tenant commands to deliver Core Plus Workshops and Tone of Force and other briefs on an on-demand basis.

The Contractor shall submit in writing all planning items listed above to the respective Command Chaplains for approval no later than the 5<sup>th</sup> day of the second month after the effective date of the contract. Off-site retreats shall be coordinated with the CREDO Southeast Director located at NAS Jacksonville, FL Base Chapel, at least 120 days prior to retreat date to ensure adequate time for retreat site contract negotiations. No advertisement of proposed event or activity, either printed or verbal, shall be released until approved by the respective Command Chaplain or the CREDO Southeast Director. Plans shall include the following events at a minimum:

1. **CORE Programs:** The Contractor shall facilitate, near respective installations, an average of three off-site retreats per year, to include one (1) Marriage Enrichment Retreat, one (1) Family Enrichment Retreat, and one (1) Personal Resiliency Retreat. A Spiritual Growth Retreat may be substituted for the Personal Resiliency Retreat at the sole discretion of CREDO Southeast. Each retreat shall begin at 1900 Friday evening and conclude no later than 1200 Sunday. Content and curriculum will be provided by CREDO Southeast and the Contractor shall deliver the retreat as set forth by CREDO Southeast. Personality and personal experience of the Contractor is welcomed and expected, but the atmosphere is one of facilitation and involvement of the group, not simply teaching.
2. **CORE Plus Workshops:** The Contractor shall devise a schedule, coordinated with and approved by the respective Command Chaplain, and published quarterly, which provides for, but is not limited to, the following Workshops (curriculum content provided by CREDO Southeast):
  - a) ASIST – Applied Suicide Intervention Skills Training 2-day workshop
  - b) safeTALK – Suicide Alertness for Everyone 3-hour workshop
  - c) PREP – Divorce Prevention and Relationship Enhancement Program
  - d) Survival Skills for Healthy Families
  - e) Personal Resiliency
  - f) Spiritual Fitness
  - g) Team Building – Meyers-Briggs Type Indicator
3. **Tone of Force Plus & Other Briefs:** The Contractor shall devise a schedule, coordinated with and approved by the respective Command Chaplain, and published quarterly, which provides for the following Tone of the Force and other Briefs (the “Plus” in the Tone of Force briefs refers to a character development aspect of the brief which is unique to the Chaplain Corps):
  - a) Sexual Assault Prevention & Response Plus
  - b) Suicide Prevention Plus

- c) Operational Stress Control Plus
- d) Domestic Violence Plus
- e) Deployment Support
- f) Command Indoctrination
- g) Other – as needed

**2.2 Special Events:** The Contractor's requirement concerning off-base retreats, special events, or training is as follows:

- a. Brief After-Action Reports shall be submitted to the CREDO Southeast Director within five (5) days following the completion of an event. The Contractor shall maintain continuity folders and incorporate the action reports.
- b. Contractor employees shall count actual hours worked during a retreat, to include travel time, but shall not include meal-time or sleeping time in their work-week hour count. For example, a retreat begins 1900 Friday night and ends 1200 Sunday. This retreat would count for 24 hours toward the 40-hour work week, as follows:
  - Travel time to retreat site: 2.5 hours
  - Friday night session (1800 – 2130): 3.5 hours
  - Saturday morning session (0800 – 1200): 4.0 hours
  - Saturday afternoon session (1300 – 1800) 5.0 hours
  - Saturday evening session (1830 – 2130): 3.0 hours
  - Sunday morning session (0800 – 1200): 3.5 hours
  - Travel time from retreat site: 2.5 hours
- c. Contractor employees shall provide their own transportation to special events and/or retreats, and shall be reimbursed by the Contractor, according to the travel funding provided in this contract, and in accord with section 7.2 of this PWS.

**2.3 Meetings:** The Contractor shall attend all weekly Chapel Staff Meetings, Planning Days, and Parish Advisory Council meetings or as directed by the respective Command Chaplain. Additionally, the Contractor shall attend/call-in to all monthly CREDO Southeast Facilitator teleconferences, usually held for one hour on the first Thursday of each month.

**2.4 Coordination:** The Contractor shall coordinate all support requirements with appropriate chapel staff.

**2.5 Performance Standards:** The Government will evaluate the Contractor personnel's performance under this contract using the method of surveillance specified in Performance Requirement Summary – Technical Exhibit (1).

**2.5.1 Deliverables:** The following deliverable shall be required during the contract period:

Item#	Description	Due Date
1	Monthly Facilitator Report – data	1 <sup>st</sup> business day of each month
2	Monthly Facilitator Report – quad chart	1 <sup>st</sup> business day of each month
3	Yearly Facilitator Report – narrative	15 October
4	CNIC Religious Ministry Report	1 <sup>st</sup> business day of each month

Written reports shall be submitted as described within the PWS and identified in the Performance Requirement Summary (Technical Exhibit (1)). Monthly Facilitator reports (Technical Exhibit (2)) shall be submitted to respective Command Chaplain, CREDO Southeast Director, and the COR. The COR will submit the CNIC Religious Ministry CREDO report (Technical Exhibit 3) to CNRSE each month. The contract number shall be used on all reports and correspondence presented in the performance of this contract.

Deliverables also include, but are not limited to, proposed draft documents, briefs, and meeting notes. The Contractor shall deliver the products to the respective Command Chaplain by the specified due date. The deliverables are property of the Commander Naval Installations Command (CNIC). All raw data as well as resulting tables, matrixes, reports, manuals, audio/visual aids and other such reports generated in execution of this contract shall become the property of CNIC Force Chaplain. Products to be in report, print, presentation, or other format as approved by CNIC Force Chaplain or designated representative.

The Contractor shall provide outputs associated with tasks identified within the PWS to include, but not limited to, MS Power Point briefings, MS Word documents and reports, MS Excel spreadsheets, MS Access databases, emails and talking points.

**2.5.2 Performance Evaluation Meetings:** The Contractor and/or its employees shall meet with the Government weekly during the first month after performance start date. Thereafter, meetings shall be scheduled as deemed necessary by the Government/COR and whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort shall be made to resolve all problems during the meetings. The Government and the Contractor and/or its employees shall sign the meeting minutes recorded by the Government. Should the Contractor and/or its employees not concur with the meeting minutes, the Contractor and/or its employees shall state, in writing, within 3 working days, to the Contracting Officer the specific area of disagreement.

**2.6 Quality Control:** The Contractor Quality Control Plan shall be designed that ensures service shall be performed in accordance with this contract, commercial standards, and applicable laws. The Quality Control program shall implement procedures that identify, prevent, and/or ensure the non-reoccurrence of defective services and should describe in detail an inspection system to cover all aspects of the services listed in the Performance Requirement Summary (PRS).

The Quality Control Plan shall clearly present responsibility for surveillance, a description of records kept, methods for identifying and preventing defects, and the availability of these records to the Government upon request. The Contractor's Quality Control Plan shall be submitted and accepted in writing by the COR before implementation or whenever changed.

**2.7 Quality Assurance Surveillance Program:** The Government will administer a Quality Assurance Surveillance Program (QASP) to monitor Contractor performance. The Government will revise its Quality Assurance Surveillance Plan as necessary throughout the performance of the contract. The Contractor shall meet or exceed acceptable quality levels as specified in the Performance Requirements Summary (PRS), Technical Exhibit (1). In keeping with the Government's responsibility for quality assurance, the Government reserves the right to review all products and services using the PRS and the following procedures:

- a. Solicitation of users' comments and assessment of services received.
- b. Observation of the activities of Contractor's staff and operations.
- c. Examination of methods, procedures, and end product of the Contractor.
- d. Observation of the general physical condition of the Government furnished facilities for cleanliness, safety and security.

Government personnel will record all surveillance observations. When an observation indicates defective performance, the Quality Assurance Evaluator (QAE), the COR, shall require the contract manager or alternate at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observations, only acknowledgement that the manager has been made aware of the defective performance.

Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the inspection of services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the Contracting Officer as a result of surveillance shall be according to the terms of this contract, and documented in a Contractor Deficiency report (CDR). The Contractor shall respond to the CDR within twenty-four (24) hours.

**2.8 Customer Complaint Program:** The Contractor shall develop a customer complaint form, approved by the COR, as a way for customers to report complaints, deficiencies and noncompliance with the terms and conditions of this contract. Adequate publicity (i.e. signage with COR and Contractor contact information) to include phone number and email shall be posted in a conspicuous place. The Contractor shall promptly notify the Government of any customer complaint and respond to the customer within 24 hours from receipt of complaint. The Contractor shall forward a monthly synopsis of complaints received and actions taken to correct deficiencies to the Government on the fifth (5th) working day of each month.

**2.9 Dress Code Requirements/Grooming Standards:** The Contractor shall ensure that all personnel assigned shall present a neat appearance and be easily recognized as Contractor employees. Employees shall maintain a standard of grooming and personal appearance that is in keeping with their positions in a military environment. Eccentricities or extremes in dress or appearance are unacceptable. Employees' clothing shall be neat, well-fitting, clean, laundered, and of good repair. Shoes shall be of sturdy construction and shall cover the foot to meet safety requirements. Due to safety issues, Contractor employees shall not wear open-toed shoes, sandals or heels higher than one inch. The identification badge shall be worn by Contractor personnel at all times during normal working hours.

**2.10 Contractor Conduct:** The Contractor shall immediately report moral breaches to the COR or respective Command Chaplain.

### **3.0 QUALIFICATIONS**

**3.1 Personnel:** The Contractor shall furnish adequate numbers of qualified personnel to ensure satisfactory performance of the services required by this contract. The Contractor shall provide qualified temporary employees if primary employees are absent for any period greater than one week. The minimum acceptable personnel qualifications shall be in accordance with section 3.2 Key Requirements and Minimum Qualifications herein.

**3.2 Key Requirements and Qualification:** The Contractor's employees providing facilitation and implementation of CREDO Southeast programs shall:

- a. Be proficient in reading, writing, speaking, and understanding the English language;
- b. Have earned a Master's degree or equivalent, in one of the following fields:
  - i. Divinity; Pastoral Care; Pastoral Counseling; or similar/relevant field of study;
  - ii. Or, Licensed and/or Registered Clinical Social Worker; Certified Life-Coach;
  - iii. Or, have a minimum of three (3) years' professional experience facilitating/leading groups in a supportive context.
- c. Have an in-depth working knowledge of the military, ethical values, social issues, and military lifestyles;
- d. Be able to work within a military structure and environment;
- e. Be able to work with little to no supervision, effectively lead groups, effectively communicate in varied settings, and effectively speak in front of large and small audiences;
- f. Have passed a background investigation in accord with section 3.6; and,
- g. Be a U.S. Citizen.

These professional requirements and experience are critical to creating safe emotional space for CREDO participants, many of whom may suffer from varying degrees of operational stress, post-traumatic stress, and other forms of visible and invisible wounds.

**3.3 Qualification Review:** CREDO Southeast Director reserves the right to review all prospective Contractor employee resumes, including temporary and/or replacement employees, to ensure section 3.2 qualifications and requirements are met prior to beginning work.

**3.4 Professional Certifications:** The Contractor shall maintain professional certifications, credentials and ethical standards required in their field of expertise.

**3.3 Driver's License:** The Contractor shall ensure that employees who operate motor vehicles have a current and valid driver's license in accordance with the local and state policy. Government operator permits are not required for general-purpose vehicles. Failure to maintain a current and valid license which affects the employee's ability to perform the duties within this PWS will be a condition of removal.

**3.4 Training:** The Contractor shall provide training and cross training to employees to ensure that all employees completely understand and adhere to the required services and requirements of the PWS. The Contractor shall provide employees training to maintain currency with emergent technologies. The training provided shall enable employees to perform each task independently. All training shall be documented and records of training provided to the contract administrative office upon request.

**3.4.1 Training: Third-Party Proprietary Training REQUIRED to Deliver CREDO Programs:** The Contractor shall ensure that each Contractor employee has the following training, and is certified to deliver these trainings to others, prior to hire, or shall submit a letter of intent that a potential employee will receive this training within 60 days of hire, at no additional cost to the Government:

- a. MBTI - Meyers-Briggs Type Indicator ([www.capt.org](http://www.capt.org))
- b. Family Wellness and Associates Training ([www.familywellness.com](http://www.familywellness.com))
- c. PREP 8.0 Training ([www.prepinc.com](http://www.prepinc.com))
- d. Living Works Training ([www.livingworks.net](http://www.livingworks.net)) to include:
  - i. ASIST Training
  - ii. safeTALK Training

These trainings are critical components of the programming that CREDO Southeast delivers and as such the Contractor shall ensure their employees have the training and meet continuing credentialing requirements during the entire contract period.

**3.4.2 Training Temporary or Replacement Employees:** In the event a Contractor employee is fired, removed for any cause by the Government or the Contractor, resigns their position, is unable to continue in their position for any reason, quits for any reason, is absent with or without leave for more than 30 days, or for any other reason as set forth in this PWS, the Contractor shall be responsible for finding and training a suitable replacement, at no additional cost to the Government. The Contractor shall provide requisite training, as detailed in paragraphs 3.4 and 3.4.1, to any temporary or replacement employee at no additional cost to the Government. Training for temporary or replacement employee/s must be completed within 45 days of the previous employee's departure, firing, resignation, etc. to ensure continuity of operation.

### **3.5 Equipment:**

The Contractor shall furnish its employees with sufficient technological and electronic components as necessary to conduct the mission and requirements of this PWS to include:

- a. Portable laptop computer with and/or capable of:
  - i. Running Windows programs: Word, Excel, PowerPoint, Outlook at a minimum;
  - ii. Processor: 2.4ghz or better;
  - iii. Hard drive: 500gb minimum;
  - iv. USB ports: at least two; one of which must be USB 3.0;
  - v. CD/DVD R+/-RW+- disc drive;
  - vi. Graphics card capable of displaying/streaming video;
  - vii. Wireless network adapter 502.11g/n or better;
  - viii. Bluetooth adapter to connect with a portable sound system
  - ix. Wired connection with a portable projector (for projecting various PowerPoint trainings)
- b. Necessary components to power, run, and link the above equipment to conduct a training or retreat.

**3.6 Background Investigation:** In accordance with DODI 1402.5, and DoD 5200.2-R the Government will conduct a criminal history background check, a Federal Bureau Investigation (FBI) fingerprint check, Child Care National Agency and Inquiries (CNACI) check and Personal Security check on Contractor employees working with children. Consent to the above investigations is mandatory. Contractor employees receiving an unfavorable criminal background, CNACI, fingerprint investigations shall not be allowed to perform tasks under this contract. Failure to consent to the above background investigations shall be grounds for immediate cancellation/termination of the contract employee at no cost to the Government.

Contractor employees shall submit a request for CNACI to the designated Government official (Unit Security Manager) within 5 (five) working days from the individual's first duty day. The completion of a Federal Bureau Investigation (FBI) fingerprint check with favorable results and submission of a Child Care National Agency Check with inquiries to the Office of Personnel Management (OPM), or a Department of Defense (DoD) determined equivalent investigation is required for all Contractors working directly with children.

## **4.0 GENERAL REQUIREMENTS**

**4.1 Phase Out:** If/when there is a change in the Contractor, the incumbent Contractor shall provide a turnover and familiarization period to the follow-on Contractor at no additional cost. During the phase-out familiarization period, the incumbent shall be fully responsible for the scope of work specified in the PWS.

**4.2 Employee List:** The Contractor shall, within 15 calendar days before commencement of contract performance period or as soon as practicable, provide the Government a list of all employees who shall perform work under this contract. This list shall include full name, social security number, and position to be held by each employee. An updated list shall be provided to the Government within 2 (two) workdays of any change in personnel.

**4.3 Personnel Substitutions:** The COR will be notified in advance of personnel substitutions. The Contractor shall forward notification of personnel substitutions to the Government at least seven (7), not less than two (2) working days prior to the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of key personnel to be replaced.

**4.4 Employment of Federal Employees:** The Contractor and its SubContractors, if any, shall furnish qualified, experienced personnel to accomplish the work required. The Contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person seeks and receives approval in accordance with applicable Navy and DOD regulations. The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours, or deployment. The abrupt absence of these personnel shall not constitute an excuse for non-performance under this contract.

**4.5 Work location:** The Contractor shall perform duties at locations identified as described in section 1.0 herein.

**4.6 Shutdown:** The Contractor shall cease operations during shutdowns of the command, severe weather, or other occasions as directed by the Government. All work shall be locked in a secured container prior to leaving the work area.

**4.7 Federal Holidays:** Contractor employees shall be in a non-work status during Federal holidays as follows:

1.	Jan	New Year's Day	January 1 <sup>st</sup>
2.	Jan	Martin Luther King's birthday	3rd Monday in January
3.	Feb	President's Day	3rd Monday in February
4.	May	Memorial Day	4th Monday in May
5.	Jul	Independence Day	July 4 <sup>th</sup>
6.	Sep	Labor Day	1st Monday in September
7.	Oct	Columbus Day	2nd Monday in October
8.	Nov	Veteran's Day	November 11 <sup>th</sup>
9.	Nov	Thanksgiving	4th Thursday in November
10.	Dec	Christmas Day	December 25 <sup>th</sup>

If a Federal holiday falls on a Saturday, the preceding Friday shall be the recognized day of no work. Should the holiday fall on a Sunday, the recognized day shall be the following Monday. For contract requirements having a due date which falls on an observed holiday, the due date shall be the preceding work day.

**4.8 Contingencies:** In the event of emergency situations (i.e. structural fire, civil disturbances, disaster warnings, weather warning, and military alerts), the Contractor shall provide these services as requested by the Contracting Officer subject to the changes clause of the contract.

**4.9 Right of Removal:** The Government reserves the right to require removal from the job site of any Contractor employee who endangers personnel or property, and/or whose continued employment is inconsistent with the interest of military security and the required security standards in accordance with the PWS. Further, the Government reserves the right to refuse to permit entry on the Installation of any Contractor employee who is wrongfully appropriating and/or disposing of Government property or wrongfully mismanaging Government property. In such cases, the Government will advise the Contractor of the reasons for requesting removal or withdrawing his permit to enter the Installation.

**4.10 Removal:** The Contractor shall, when requested by the Government, remove from duty any contract employee found to be incapacitated or under the influence of alcohol, drugs, or other incapacitating agents, and shall not return that employee to duty unless and until he/she is fully able to perform the normally assigned duties. Removal of employees for such causes does not relieve the Contractor of the requirement to provide sufficient personnel to adequately perform services specified under this contract.

**4.11 Alcohol/Substance Use:** Use of alcoholic beverages, possession, use (unless specifically prescribed by a licensed physician for medical treatment) or sale of controlled substances by Contractor personnel while on Government property is forbidden and any violation shall be cause for removal of the offender(s) by the Contractor from work under this contract.

**4.12 Restricted Area Access:** Restricted areas within the confines of the work areas are “off limits” to Contractor personnel unless specifically assigned to a task authorizing entrance into such areas. Employees found in “off limit” areas are subject to disciplinary action or removal.

**4.13 Loitering:** Contractor employees shall not loiter in any work area. Contractor personnel shall depart the facility or work location within 30 minutes of completion of their assigned shift or duties.

**4.14 Base regulations:** All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor, entering the Government installation shall abide by all security regulations for the installation, which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to ensure that no violations occur. No employee shall be permitted on the installation when such checks reveal that his/her presence would be detrimental to the security of the installation.

**4.15 Display of Identification:** All Contractor personnel shall wear the Government-issued employee identification badge on the front and above the waist of the outer clothing to ensure the badge is clearly visible. Contractor employees shall not be permitted to work in the facility if not properly identified. When an employee leaves the Contractor’s service, the employee’s badge and vehicle pass shall be returned to the Designated Government Representative (DGR) immediately upon termination of employment.

**4.16. Contractor Vehicle Identification:** Each Contractor’s vehicle shall conspicuously display the Contractor’s vehicle pass, have a valid license tag, and have adequate liability insurance coverage as required by local, state and installation’s regulations. In the interest of installation security, all vehicles and personnel entering and operating on the installation are subject to search at any time. Installation passes shall be returned immediately to the Security Issuing Officer when:

- Pass has expired
- The employee is no longer employed by the Contractor
- Upon contract completion by direction of the Contracting Officer or the COR

**4.17 Employment of Foreign Nationals:** The Contractor shall take steps to ensure that no foreign national is hired for any reason where said foreign national is an employee of the Contractor or acting as its agent, representative, or subContractor for this contract.

**4.18 Base Computer Network Access:** Access to the Government LAN is a requirement under this contract. The completion of a FBI fingerprint check with favorable results and submission of a National Agency Check with inquiries to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation is required for all Contractors requiring access to Government computer systems. The Government will perform the security investigations on the Contractor employees in accordance with DoD 5200.2-R, Personal Security Program and AFI 33-119, Electronic Mail Management and Use. The Contractor personnel shall submit a request for required investigations to the designated Government official (the Unit Security Manager) within five working days from the Contractor’s first duty day. The Contractor shall follow the security requirements when obtaining Common Access Cards (CAC) for Contractor employees.



**4.19 Physical Security:** The Contractor shall safeguard all Government equipment in assigned work areas and secure all Government equipment in the Contractor's possession when not under direct physical control of Contractor employees.

**4.20 Key Control:** The Contractor shall establish and implement methods of ensuring that all keys issued to the contract employees by the Government are not lost, misplaced, or used by unauthorized persons. Keys issued to the Contractor by the Government shall not be duplicated. The Contractor shall maintain a listing of keys provided by the Government.

**4.20.1 Key Replacement:** The Contractor shall be required to reimburse the Government for replacement of locks or re-keying as a result of Contractor losing keys. In the event a master key is lost or duplicated, the Government will replace all locks and keys for that system and the total cost deducted from the monthly payment due the Contractor. The Contractor shall report the occurrence of a lost key immediately to the COR.

**4.20.2 Key Usage:** It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

**4.21 Fire Prevention:** The Contractor and Contractor's employees shall become familiar with the Installation's instructions covering fire-prevention, safety and reporting procedures. The Contractor and Contractor's employees shall be cognizant of and observe all requirements for handling and storage of combustible supplies and material.

**4.22 Conservation of Utilities:** The Contractor shall instruct employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. Lights shall be used only in areas where and when work is being performed. The Contractor shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems. All window air conditioners shall be turned off and all windows shut at the end of day, if applicable. Water faucets or valves shall be turned off after required use.

**4.23 Recycling:** The Contractor shall recycle paper and aluminum products by depositing in designated recycling receptacles.

**4.24 Disaster Preparedness:** The Contractor shall take all actions as required by the disaster control plan. This includes, but is not limited to, making all preparations for scheduling of affected Contractor personnel, submitting an updated disaster control team membership report to the Government and making Contractor personnel available for work and aware of their responsibilities in the event a disaster is declared.

**4.25 Relationship and Liabilities:** It is expressly agreed and understood that the services rendered by the Contractor are rendered in its capacity as an independent Contractor. While the contract contains provisions to allow the Government to evaluate the quality of services provided, and for certain other administrative requirements, the Government retains no control of the service rendered by the Contractor. Contractor shall be solely liable for any liability-producing act of omission by it or its employees or agents.

**4.26 Safety:** Due to the inherent dangers in any work environment, the Contractor shall be responsible for maintaining a safe work environment in assigned work areas in accordance with OPNAVINST 5100.23 (Navy Occupational Safety and Health (NAVOSH program) and other requirements set forth in this contract. The Contractor further agrees to take such additional precautions as the Contracting Officer may reasonably require preventing accidents and damaging to Government property, facilities and equipment, or injuries to Government employees. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damage to the Contractor.

**4.26.1 Accident Reporting:** The Contractor shall maintain an accurate record of and shall report to the Government or Duty Officer orally, within 1 hour, all accidents resulting in death, trauma, occupational disease, and property and/or equipment damage caused by Contractor employees. Within 2 working days of any accident, the Contractor

shall submit to the Government the accidental injury/death report (OPNAV 5102/1) and/or the material (property) damage report (OPNAV 5102/2).

**4.26.2 Emergency Medical Care:** Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate Navy collection agent upon receipt of statement.

**4.27 Government Observation:** Government safety officials, environmental engineers, fire inspectors, security officer, etc., shall be allowed to conduct surveys, studies, and inspections of operations and facilities at all reasonable times. Other Government personnel, such as management and inspector general staff are authorized to observe Contractor personnel and to observe Contractor operations. However, these personnel shall coordinate their visit with the Government before going into Contractor spaces. Additionally, they shall not interfere with Contractor performance and shall refer all comments concerning the Contractor's operation to the Government. The Contractor is authorized to request from the Government a summary of the findings of any such survey, study, inspection, or observation, in the form of a Contract Deficiency Report (CDR).

**4.28 Security and Privacy:** The Contractor shall comply with all applicable DoD regulations, Navy Instructions, agency rules and standards of conduct for all installations within the CNRSE area of responsibility.

**4.29 Privacy Act:** The Contractor shall ensure that employees assigned to this contract understand and comply with Title 5 of the U.S. Code, Section 552.a and DoD 5400.7-R, "DoD Freedom of Information Act Program." Agency procedures shall be followed to identify and safeguard reports and data accordingly. The Contractor shall ensure that Contractor employees assigned to this task are briefed annually on properly identifying and handling Privacy Act data/information.

**4.30 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA).** The Contractor shall report ALL Contractor labor hours (including subContractor labor hours) required for performance of services provided under this contract for Navy Region Southeast Religious Ministries via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>. Reporting inputs will be for labor executed during the period of performance during each Government fiscal year (FY), which runs 01 October through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk linked at <https://doncmra.nmci.navy.mil>.

#### **4.31 RAPIDGATE:**

NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS) STATEMENT:

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, Contractors, suppliers, and service providers not otherwise entitled to the issuance of Common Access Card (CAC) who seeks access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent Contractor NCACS service provider. Credentials will be issued every five years and access privileges shall be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.

<http://www.rapidgate.com/>

**4.32 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

#### **APPLICABILITY**

This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the Command Security Manager. It is the responsibility of the responsible Security Officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

#### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background

investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subContractor employees. The Contractor shall insert this clause in all subcontracts when the subContractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard National Agency Check (NAC) and a Federal Bureau of Investigation (FBI) fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product).
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-

in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal
- residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

- Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

#### **5.0 GOVERNMENT EQUIPMENT FURNISHED**

**5.1 Government Equipment Furnished:** The Government facilities and supplies will be available for the Contractor to use in the performance of this contract.

**5.2 Telephones:** Telephone service shall be provided for Contractor personnel to make local official business calls only. Defense Switched Network (DSN) shall be used to place long distance calls to other DoD activities. Commercial long distance shall be used only when DSN is not available.

**5.3 Property:** The Contractor shall designate custodians and alternates to receive and account for Government equipment furnished (GEF). The Contractor shall ensure GEF is managed in accordance with regulations.

**5.4 Inventory:** An inventory of Government Equipment Furnished (GEF) and supplies shall be completed no later than fifteen (15) calendar days after start of the contract, within fifteen (15) calendar days of the start of any option period and not later than fifteen (15) calendar days before completion of contract period. The Contractor and Government will conduct a joint inventory of all Government equipment furnished and the Contractor shall sign a receipt for all property provided by the Government. The Government and Contractor representative shall jointly determine the working order and condition of all property and document findings on the inventory.

**5.5 Accountability:** The Contractor shall be directly responsible and accountable for all GEF upon delivery of such GEF into its custody or control, in accordance with the terms of this contract. This shall include Government property in the possession or control of a SubContractor. The Contractor shall establish and maintain a system to control, protect, preserve and maintain all Government property. This property control system shall be in writing and shall be submitted to the Government not later than 15 days prior to contract start date. The system shall be reviewed and if satisfactory, approved in writing by the COR. The Contractor shall maintain and make available the records required for all Government property until relieved of that responsibility.

**5.6 Audits:** The Government retains the right to audit the Contractor's property control system as frequently as conditions warrant. The Government will decide when an audit is appropriate and shall provide written notification to the Contractor. The Contractor shall make all such records and related correspondence available to the Government.

**5.7 Removal of GEF:** No Government equipment, and/or supplies shall be removed from the work location without the written permission of the Government. Failure to comply with this requirement may be considered by the Contracting Officer as cause for employee removal from performance of the contract in addition to any other actions taken by the Government.

**5.8 Replacement of GEF:** The Contractor shall submit requests for replacement of Government equipment furnished to the Government for processing.

**5.9 Disposition of Equipment:** Disposal of all Government equipment furnished will be determined by the COR or a designated Government representative.

**5.10 Smoking Facilities:** Smoking is only permitted in designated smoking areas clearly marked outside the buildings. Smokers shall exercise good housekeeping and fire/safety precautions when disposing of butts and matches.

**5.11 Utilities:** The Government will furnish all utilities necessary to perform all operations required by the PWS.

**5.12 Insect Rodent Control:** The Government will provide routine insect and rodent control. If the Contractor observes insects or rodents in Contractor assigned workspaces, the Contractor shall report sighting to the Designated Government Representative.

**5.13 Custodial:** The Government will provide custodial services. This does not exclude the Contractor from maintaining and practicing good housekeeping of office spaces. The Contractor shall be responsible for all facilities furnished for the Contractor's primary occupancy and use, to ensure that areas are kept clean and free of litter, to include work space.

**5.14 Security Police and Fire Protection:** The Government will provide security police and fire protection.

**5.15 Employee Meals:** Contractor employees who eat at the Galleys shall pay for their food and are to be charged at the Sale of Meal Rate applicable for the meal period.

## **6.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES**

**6.1 Contractor Furnished Property, Equipment, and Supplies:** Except for Government equipment furnished, the Contractor shall furnish all applicable property, equipment, and supplies required to perform under this contract. The Contractor is responsible for taking action necessary to protect/ his/her supplies, material, and equipment and the personal property of his/her employees from loss, damage, or theft.

**6.2 Recycle:** The Contractor shall be responsible for collection and removal, to designated areas, all recyclable material, i.e., paper and cans within their work spaces. The Contractor shall be responsible for placing all recyclables in appropriate containers provided by the recycling program at the respective base location.

**6.3 Replacement:** Prior to the replacement of any Government equipment furnished or equipment to be utilized in the performance of this contract, approval of the Government will be obtained.

**6.4 Custodial:** The Contractor shall be responsible for orderliness of all areas being used for offices, storage areas, etc.

**6.5 Hazardous Materials:** The Contractor shall comply with all DoD Hazardous Material (HAZMAT) regulations and safety regulations.

## **7.0 TRAVEL and ADMINISTRATIVE**

**7.1 Travel Cost:** This contract does not provide funding for relocation nor dislocation allowance for the Contractor in all Continental United States (CONUS) locations. Funding for relocation and dislocation will only be provided for the GTMO Facilitator (See Appendix A).

**7.2 CONUS Travel:** The Contractor employees (Facilitators) at respective installations may be required to travel off-base within CONUS in support of their professional responsibilities in carrying out the requirements of this PWS. Travel shall be authorized by the Government and shall not exceed 3 trips per the two-month contract period within the 50 mile radius at no additional cost; additional trips outside of the 50 mile radius may be required, with cost reimbursed by the Government, not to exceed \$833.00 per respective installation's Contractor employee location. The Contractor employee's travel shall be consistent with the amounts and limitations specified in the Joint Travel Regulations (JTR), and shall be reimbursed in accordance with JTR. Travel receipts and travel vouchers shall be submitted with invoices for processing. All expenses associated with travel shall be submitted during the normal billing cycle. Original receipts, travel vouchers, etc. completed in accordance with the JTR shall be maintained by the Contractor to support charges and made available to Government auditors upon request.

**7.3 Site Visits:** This contract does not provide additional funding for site visits by the Contractor (vendor/company officials) to respective installations.

**7.4 Government Vehicles:** The Contractor may be required to operate a Government vehicle for official use on-base, only in the performance of their duties, as authorized by the Government. Maintenance and fuel for vehicles will be the responsibility of the Government.

**7.5 Points of Contact:** (This information shall be provided upon the award)

## **8.0 QUALITY ASSURANCE**

**8.1 Resources Required:** The Contractor shall possess valid education, certification, licensure, and professional experience, as required by the Government and identified within the PWS.

**8.2 Inspection and Acceptance:** The Contractor shall review all assigned tasks with the COR, prior to commencing the work and on a quarterly basis thereafter. Inspection and acceptance of services to be furnished hereunder shall be made upon completion of the services, by the Government, or designate.

The Government will evaluate the Contractor performance under this contract using the method of surveillance specified in Performance Requirement Summary – Technical Exhibit entitled Performance Requirements (Exhibit 1).

**8.3 Acceptable Quality Level (AQL):** An AQL does not allow the Contractor to knowingly offer defective service, but admits that defective performance may sometimes be unintentional. As long as the percent of defective performance does not exceed the AQL, the Government will not reject the service. However, the Contractor shall correct the deficiencies, as required, at no additional cost to the Government.

**8.4 Non-Personal Services Statement:** Contractor employees performing services under this task order shall be controlled, directed, and supervised at all times by management personnel of the Contractor. In addition, Contractor employees work performance will be monitored by each installation's Command Chaplain. Contractor management shall ensure employees properly comply with the performance work standards outlined in section 2 of the PWS. All Contractor employees shall perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 7.5 (Inherently Government Functions) and Part 37.107 (Service Contracts) of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and shall perform the inspection and acceptance of work completed.



## APPENDIX A

### SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS

#### **1.0 GTMO BASE REQUIREMENTS and ARRIVAL INFORMATION**

**1.1 Area/Security Clearances:** No employee or representative of the Contractor will be admitted to the U.S. Naval Station, Guantanamo Bay, Cuba without prior approval. The background of Contractor personnel will be screened prior to entry to the U.S. Naval Station, Guantanamo Bay, Cuba.

- a. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation. The Government reserves the right to direct the removal of an employee for misconduct or security reasons. This action does not relieve the Contractor from total performance of the contract tasks specified herein.
- b. A list of Contractor employees with full name, date of birth and place of birth shall be furnished to the COR prior to their start of work and updated as changes occur.
- c. The Contractor shall conduct a background check for each employee as a condition of their employment.
- d. The Contractor shall complete, submit, and acquire a Contractor Area Clearance Request for all employees and be cleared for work prior to arrival in accordance with local governing directives, and per 10 U.S.C.5013, OPNAVINST 5530.14C, and Executive Order 9397.
- e. Contractor employees shall have an area clearance issued by the Government via NAVSTA GTMO 4650/9 (Rev.11/11) or current revision on file.
- f. The Contractor shall ensure employees complete all requisite training and forms (such as, but not limited to Anti-terrorism Awareness Training, Human Rights Awareness Education, Code of Conduct Training, ISOPREP and APACS completion) pertaining to entry to U.S. Naval Station, Guantanamo Bay, Cuba.
- g. Contractor employees shall possess a valid passport or an original birth certificate.
- h. All Contractor employees shall be fingerprinted and vetted by the Government upon arrival to the base.
- i. The Contractor shall obtain required vehicle passes from Base Security.

**1.2 Air Transportation:** The Contractor shall furnish air transportation for all employees and their dependents on and off the base. All employees and dependents shall depart the base upon termination or completion of this contract, whichever occurs first. Government sponsored air travel to the Naval Base is limited and only available through the Air Mobility Command. Presently there is one civilian carrier. Travel arrangements shall be made through the Personnel Support Detachment. Verified leave for personal emergencies shall be authorized for the next available flight, chargeable to the Contractor.

#### **MEDICAL**

**2.1 Medical and Dental Services:** Medical and dental services available to the Contractor's employees are limited on Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DOD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorder from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. The Contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will receive itemized billing. Emergency dental care and treatment of an urgent nature is available at the Dental Clinic's Hospital Branch and the Contractor will receive itemized billing for those services.

**2.1.1 Itemized Billing:** For all medical and dental care, whether it is emergency care or routine care (i.e., non-emergency care) that is provided, itemized billing will be submitted to the Contractor. Personnel who have existing medical conditions may be cared for in Guantanamo Bay if all of the following conditions are met:

- a. The condition(s) is/are not of such a nature that an unexpected worsening is likely to have a medically grave outcome.
- b. The condition(s) is/are stable; that is, currently under medical care, and reasonably anticipated by pre-assignment evaluation not to worsen during assignment to Guantanamo Bay, under available care at the

Naval Hospital, in light of physical, physiological, psychological and nutritional impacts and effects of the duties and location.

- c. Any required ongoing health care or medications must be immediately available through existing pharmacy resources, within the military health system, or through mail order supply, and have no special handling, storage or other requirements.

**2.2. Medical Clearance:** While a list of all possible diagnoses and their severity that should not be approved would be too expansive to list here, the following conditions, in general, should not be approved. Medical clearance for assignment to Guantanamo Bay for persons with any of the following documented medical conditions shall be granted only after consultation with local medical authority, the Director, Medical Services, or appropriate designee. The local medical authority can determine if adequate treatment facilities and specialist support is available at the duty station. Specifically, the prospective employee shall not have:

- a. Conditions resulting in inability to wear personal protective equipment, as required by job scope.
- b. Conditions which prohibit administration of geographically-specified immunizations.
- c. Diabetes mellitus, Type I
- d. Uncontrolled Diabetes mellitus, Type II, defined by Hemoglobin A1c > 8 %.
- e. Symptomatic coronary artery disease, or with myocardial infarction within one year prior to assignment, or within six months of coronary artery bypass graft, coronary artery angioplasty, carotid endarterectomy or other arterial stenting, or aneurysm repair.
- f. Dysrhythmias or arrhythmias, either symptomatic or requiring medical or electro-physiologic control.
- g. Uncontrolled hypertension.
- h. Heart failure or history of heart failure.
- i. Automatic implantable cardiac defibrillator.
- j. Malignancy newly-diagnosed or under current treatment, including follow-up care.
- k. Dental and oral conditions requiring or likely to require urgent dental care within six months' time: active orthodontic care; conditions requiring endodontic care; uncontrolled periodontal disease; conditions requiring prosthodontic care; conditions with immediate restorative dentistry needs; conditions with a current requirement for oral- maxillofacial surgery.

**2.3 Immunizations:** The following immunizations are required (or letter demonstrating immunity):

- a. Influenza.
- b. Tetanus-Diphtheria.
- c. Typhoid.
- d. MMR.
- e. Varicella.

**2.4 Defense Health Program:** Nothing in this guidance or recommendations should be construed as authorizing use of defense health program or military health system resources for such evaluations where it is not elsewhere previously authorized. Generally, defense health program or military health system resources are not authorized for the purpose of pre-assignment/employment or travel medicine evaluations for Contractors' employees. Local command legal and resource management authorities should be consulted for questions on this matter.

### **3.0 HOUSEHOLD GOODS MOVEMENT**

**3.1 HHG Limit:** This contract allows for the movement of household goods (HHG) up to \$12,000 per year for the GTMO Contractor employee; whether accompanied or unaccompanied, \$12,000 is the limit this contract will fund. Any HHG in excess of \$12,000 to be moved is at the expense or responsibility of the Contractor and/or Contractor employee. The limit will be \$6,000 each way. Movement of Contractor employee vehicle to GTMO is not funded or provided for in this contract.

**3.1 Ocean Freight:** During performance under this contract the cost for movement of Contractor required furnished items via sea barge transportation (bi-monthly) from Jacksonville, FL to GTMO Naval Seaport is the responsibility of the Contractor. Also, the Contractor is responsible for movement of Contractor and employee vehicles.

**3.2 Vessels on Contract to Government:** The Contractor shall use Trans-Atlantic Lines LLC as a means of ocean freight. For rates, bookings, cargo pickup and delivery, schedule inquiries:

Trans-Atlantic Lines LLC, 8998 Blount Island Blvd, Jacksonville, FL 32226  
Phone: (904)751-1845

#### **4.0 HOUSING**

**4.1 Contractor Housing:** For this contract, the Government will provide up to one (1) family housing unit (based on availability) for the Contractor's use. These units are reserved for use by accompanied or unaccompanied management/supervisory personnel only. Housing will be assigned as follows: accompanied personnel with maximum family size of three (3) dependents; unaccompanied personnel assignment will be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents will not be allowed. The Government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer. Housing may provide temporary loaner furniture for up to 90 days, depending on availability. No extensions will be granted. All furnishings other than the listed appliances will be provided by the Contractor. Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 011-53-99-4172/4174. Should the Contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions, which are not part of this contract but available upon request. Contractors will pay rent under the Fair Market Rental (FMR) Program and these rates are available upon request. Rental rates include trash and maintenance costs. Rental rates are normally adjusted annually based on market appraisal, utilities cost adjustment and/or the annual Consumer Price Index. All family housing units are equipped with electric and water meters. Utilities cost is billed along with monthly rent and is based on established rates and actual consumption. All rent is due in advance. No personal checks accepted.

#### **CURRENT FAIR MARKET RENTAL RATES (current as of 6 May 2015):**

<b>Floor Plan</b>	<b>Shelter Rent</b>	<b>Utilities (est).</b>	<b>Total Rent</b>
2 bedroom, 1 bath	\$737	\$751	\$1,488.00
2 bedroom, 1.5 bath	\$788	\$751	\$1,539.00
3 bedroom, 2 bath	\$976	\$751	\$1,727.00
4 bedroom, 2.5 bath	\$1,166	\$751	\$1,917.00

- Leeward side berthing is \$8.00 per bed /per night.
- Gold Hill Barracks, located on the Windward side, currently provides berthing for \$9.00 per bed/ per night with three people per room.

This contract will provide funding for one (1) 2 bedroom, 1 bath unit (estimated total rent: \$1488.00). The Contractor understands that based upon availability, the Contractor employee may be required to share a unit with another individual/s. In that event, the total rent will be split between occupants and this contract will provide funding for this contract's Contractor employee's portion.

It is the Contractor's responsibility to contact the GTMO Housing Department to verify current rates for various housing options:

[http://www.militaryinstallations.dod.mil/MOS/f?p=MI:CONTENT:0::::P4\\_INST\\_ID,P4\\_CONTENT\\_TITLE,P4\\_CONTENT\\_EKMT\\_ID,P4\\_CONTENT\\_DIRECTORY:925,Government](http://www.militaryinstallations.dod.mil/MOS/f?p=MI:CONTENT:0::::P4_INST_ID,P4_CONTENT_TITLE,P4_CONTENT_EKMT_ID,P4_CONTENT_DIRECTORY:925,Government). Housing, 30.90.60.30.90.0.0.0.0, 8.

**4.1.1 Other Housing Eligibility:** Contractor employees who are eligible for other housing (e.g., dependent of a military member receiving BAH or housing at GTMO) will not receive funding or compensation for housing or utilities under this contract as the other housing eligibility takes precedence over this contract.

**4.1.2 Single-Occupancy Option:** Contractor employees are eligible only for the shared-occupancy housing funding rate under this contract. Contractor employees may rent single-occupancy housing, based on availability, by paying the difference between the shared-occupancy housing funding rate provided by this contract and the cost of single-occupancy housing. It is the Contractor's responsibility to contact the GTMO Housing Department to verify current rates for various housing options.

**4.2 Extended Stay Berthing Facilities (ESBF):** Except for allowed fair market rental units (Family/Management Quarters) Contractor employees (unaccompanied status) shall be berthing with the Housing Department, Navy Gateway Inns and Suites Division (NGIS) in Extended Stay Berthing Facilities (ESBF) located on both sides of the bay; Windward (WW) and Leeward (LW).

Extended Stay Berthing Facilities (ESBF) primarily consists of multi-occupancy rooms with either shared or gang head/bathrooms. Due to the configuration of most facilities, they are not suitable for mixing genders; therefore female residents are not accepted by the NGIS for occupancy in any Extended Stay Berthing Facilities. The Contractor shall provide alternate berthing for all female employees.

The cost is based on occupied beds. The current FY15 rate is \$8.00 or \$9.00 per person per bed, regardless of room configurations. Rates are reviewed each March for implementation each October. Should prices increase, the Contractor shall receive at a minimum 30 days notification. Bed night costs are not negotiable.

Contractors shall be billed monthly for the number of beds assigned to their company. Contractors are charged for beds assigned to employees on leave unless the employee removes all personal property and checks out of the facility. Contractors shall remit payment on or before due dates. Administrative and late fees apply. Failure to promptly pay can result in eviction from the premises regardless of impact to Contractor ability to perform the contract specifications. Housing makes no guarantee of bed availability or berthing location.

Prior to the berthing of any employees, Contractor shall be required to complete a Contractor Berthing Agreement with the NGIS. A copy of this agreement is available at the NGIS management offices located at building 1670. To determine availability, advance registration and notification of berthing requirements is highly recommended, send information via e-mailed to NGIS mail box at [ngismail@usnbgmtmo.navy.mil](mailto:ngismail@usnbgmtmo.navy.mil), and allow five to ten days for a response.

## **PART 5: GENERAL**

**5.1 Base Facilities:** Navy Exchange and commissary privileges and recreation facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

**5.2 Transportation:** The Contractor shall provide necessary personnel, vehicles, and equipment required for on-base vehicular transportation, and shall bear the cost of required fuel, oil, lubricants, and maintenance thereof. The vehicles shall be operated only by Contractor employees who possess a valid U.S. Government motor vehicle operator's identification card. Vehicular registration will be provided with no cost to the Government. All personnel shall comply with traffic safety program set forth in OPNAV Instruction 5100.12.

**5.3 Laundry:** The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents of Contractor personnel at current rates set forth by the Navy Exchange, Guantanamo Bay, Cuba.

**5.4 Employee Debts:** The Contractor shall be liable for debts to the Government incurred by their employees for personnel services at Guantanamo Bay, Cuba, including but not limited to private telephone services, medical and dental services, and DoD school expenses. If an employee departs the Guantanamo Bay Naval Station without liquidating their debts sufficient funds to cover this type of obligation shall be withheld from Contractor payments until the debts are paid.

**5.5 SPOT:** The Contractor shall comply with "The Synchronized Pre-Deployment and Operational Tracker (SPOT) Plus."

**5.6 Employee Meals:** Contractor Employees who eat at the GTMO Galley shall pay for their food and are to be charged at the Sale of Meal Rate applicable for the meal period.